



Contract # _____

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

570 - Dept. of Agriculture

Plant Industry

referred to as STATE, and the following

Agency Name

Division

CONTRACTOR _____

LEGAL STATUS OF CONTRACTOR

Name

☒ Sole Proprietor

Address

☐ Non-Profit Corporation

City

State

Zip

☐ For-Profit Corporation

☐ Partnership

☐ Government Agency

Contact Person

Phone Number

Federal ID#

Vendor Number

90514000GRS

Commodity Code(s)

2. GENERAL PURPOSE OF CONTRACT:

Emergency control of grasshoppers/Mormon Crickets

Authority: "Insect Infestation Emergency Control Act Utah Code 4-35"

4370 SAP 7303 CRK4

3. PROCUREMENT: This contract is entered into as a result of the procurement process on bid # _____,

Requisition # _____, FY _____, or the attached pre-approved sole source.

4. CONTRACT PERIOD: Effective date 04/01/2004 . Termination date 08/31/2004 , unless terminated early or

extended in accordance with the terms and conditions of this contract. Renewal options (if any) _____ None

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of _____ for costs authorized by this contract.

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.

ATTACHMENT B: Scope of Work.

ATTACHMENT C: Description of property and maps

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid # NA ,

dated _____.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Contractor's Signature

Commissioner, Dept. of Agriculture & Food

Contractor's Name

Administrative Svc, Dept. of Agriculture & Food

DGR 027 Grant

Director, Division of Purchasing

Director, Division of Finance

The DOF will enter this contract in FINET prior to final review by Finance and Purchasing. While the review is pending, a copy of this contract form with the contract number will be faxed to your agency.

Agency Contact

Phone Number

Fax Number

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received for the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The CONTRACTOR agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The CONTRACTOR (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimer and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the CONTRACTOR warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the CONTRACTOR'S skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The CONTRACTOR will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the CONTRACTOR in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the CONTRACTOR will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

Vendor Name _____
Vendor Number _____

Contract Number _____

Attachment B

**State of Utah Department of Agriculture and Food
Division of Plant Industry**

EMERGENCY GRASSHOPPER / MORMON CRICKET CONTRACT

Scope of Work

Purpose of this contract/agreement:

Is the emergency control of grasshoppers and/or Mormon crickets in Utah on Private Agricultural Land specifically identified herein.

Authority: AInsect Infestation Emergency Control Act Utah Code 4-35.”

For full and satisfactory consideration the parties specify and agree as follows:

1. Private Land Owners:
 - a) pay the cost of pesticide application to control grasshoppers and/or Mormon crickets on their property, and;
 - b) provide to UDAF a written legal description and map of private lands of each Private Land Owner to receive application of pesticide, and designate those areas to be treated and;
 - c) Hire a pesticide applicator to treat grasshoppers on private agricultural lands that will apply _____pesticide to the designated land at the rate of _____per acre.
 - d) Private Land Owner or applicator will provide all pesticide material for control of grasshoppers.
 - e) Provide to UDAF upon completion of treatment an original itemized paid invoice from the applicator which verifies the charges and describes the area of treatment, material used, rate and date of application and a request for reimbursement of fifty percent of the total invoice.
2. Utah Department of Agriculture and Food (UDAF):
 - a) pay to the Private Land Owner (or one of a group of cooperating Private Land Owners) 50% of the cost of pesticide application to control grasshoppers and/or Mormon crickets on agricultural land identified as private property with a verified infestation of 8 or more grasshoppers per square yard, and;
 - b) Provide consultation to Private Land Owners concerning the control of grasshoppers and make final determination of eligibility for cost shared treatment.